from justice, the defendant has no justification, although his motive was not to injure the plaintiff. *Cf. March* v. *Wilson*, Busb. (N. C.) 143; *Sparks* v. *McCreary*, 156 Ala. 382, 387, 47 So. 332, 334; *Amick* v. *O'Hara*, 6 Blackf. (Ind.) 258.

VENDOR AND PURCHASER — RESCISSION FOR FRAUD OF THE VENDOR — EFFECT OF "BIG TALK" BY THE PURCHASER. — The plaintiff, an ex-fisherman, negotiating for a purchase of the defendant's land, stated that "he knew good land when he saw it." The defendant thereupon told him sundry lies as to its quality. The plaintiff bought the land. There is evidence that in doing so he relied upon defendant's statements. He now sues to rescind the sale and recover installments of the purchase price. The court below dismissed his suit. *Held*, that this was proper. *Hegdale* v. *Wade*, 153 Pac. 107 (Ore.).

The plaintiff, having challenged the defendant to fool him if he can, is denied recovery when his challenge is successfully accepted. This result, so in agreement with poetic justice, probably cannot be supported on principles that determine justice according to law. It is impossible even by express contract to waive the right to object to fraud to be committed in the future by the other party to the contract. *Industrial & General Trust* v. *Tod*, 180 N. Y. 215, 73 N. E. 7. See *Chism* v. *Schipper*, 51 N. J. L. 1, 11, 16 Atl. 316, 317. *Cf. Bridger* v. *Goldsmith*, 143 N. Y. 424, 38 N. E. 458; *Pearson* v. *Dublin Corporation*, [1907] A. C. 351. But see *Milner* v. *Field*, 5 Exch. 829. The implied waiver resulting from the challenge therefore cannot be effective. But the challenge has other possible effects. If taken in good faith by the seller as a true statement that the buyer is an expert, it negatives the existence of those circumstances of realized special knowledge and the like which properly lead courts to construe statements of opinion as including statements of underlying fact. Compare *Black* v. *Irwin*, 149 Pac. 540 (Ore.), with *White* v. *Sutherland*, 64 Ill. 181. See *Smith* v. *Land & House Property Corporation*, 28 Ch. D. 7, 15. The statements here, of the quality and probable fertility of lands not yet under cultivation, are *primâ facie* statements of opinion. *Lee* v. *McClelland*, 120 Cal. 147, 52 Pac. 300; *Gordon* v. *Butler*, 105 U. S. 553. *Cf. Deming* v. *Darling*, 148 Mass. 504, 20 N. E. 107. If the seller's state of mind was as supposed, they must be taken to be nothing more. Also in the matter of reliance by the buyer, the challenge, plus the fact that he saw the land himself, is evidence that he trusted to his own judgment, or his luck, rather than defendant's statements. But the challenge of itself is not conclusive either that what the seller said was only seller's talk, or that the buyer did not act upon it.

VOLUNTARY ASSOCIATION — RELIGIOUS SOCIETIES — CONTROL BY CIVIL COURTS — LIABILITY FOR EXCLUSION OF A MEMBER. — A minister of the Episcopal Church refused to administer the Communion to the plaintiff. By the canons of the Church, a minister is given authority to refuse the rite to those whom he "deems open, notorious, evil livers, or to have done any wrong to his neighbors by word or deed." A person thus excluded is given an appeal to the bishop. The plaintiff did not pursue this appeal, but brought an action against the minister to recover damages for the exclusion, and for slander. *Held*, that she cannot recover. *Carter* v. *Papineau*, 53 Bk. & Tr. 287 (Mass.).

In England, the union of church and state gives the secular courts an appellate jurisdiction from the tribunals of the established church. *Rex* v. *Dibdin*, [1910] P. D. 57; *Thompson* v. *Dibdin*, [1912] A. C. 533. In America, however, when civil rights are not involved, the secular courts have no jurisdiction over ecclesiastical disputes. *Fitzgerald* v. *Robinson*, 112 Mass. 371. See *Shannon* v. *Frost*, 3 B. Mon. (Ky.) 253, 258. Since church membership affords no interest in the church property, it involves no civil rights, and therefore an expulsion is not a ground for an injunction nor an action in tort.

Dees v. *Moss Point Baptist Church*, 17 So. 1 (Miss.); *Waller* v. *Howell*, 20 Misc. 236, 45 N. Y. Supp. 790. When property rights are involved, however, the courts will inquire whether the expulsion was the act of the proper authorities. *Bouldin* v. *Alexander*, 15 Wall. (U. S.) 131. But if there is a right of appeal to a higher ecclesiastical authority, the courts will not give relief until that right has been exhausted. *German Reformed Church* v. *Commonwealth*, 3 Pa. St. 282. See *McGuire* v. *Trustees of St. Patrick's Cathedral*, 54 Hun 207, 220, 7 N. Y. Supp. 345, 351. Nor will the courts interfere when a member is expelled in accordance with the rules of the church, by which, on becoming a member, he agreed to be bound. *Grosvenor* v. *United Society of Believers*, 118 Mass. 78. On all these grounds, the court in the principal case rightly refused to give damages for the expulsion. Again, it is well settled that words spoken in the course of church discipline in the presence of the members of the church, are not actionable. *Fitzgerald* v. *Robinson*, 112 Mass. 371; *Farnsworth* v. *Storrs*, 5 Cush. (Mass.) 412, 416. By the better view, the protection arises from a conditional privilege, based on the common duty and interest of the members, and is forfeited if malice is shown. See *Jarvis* v. *Hatheway*, 3 Johns. (N. Y.) 180; *cf. Konkle* v. *Haven*, 140 Mich. 472, 478, 103 N. W. 850, 852.

WAREHOUSEMEN — UNIFORM WAREHOUSE RECEIPTS ACT — WRONGFUL PLEDGE OF WAREHOUSE RECEIPTS TO INNOCENT PLEDGEE. — In a state where the Uniform Warehouse Receipts Act was in force, X. pledged bills of lading to the A. bank, withdrew the bills on trust receipts, and obtained the goods, which he stored, taking negotiable warehouse receipts. These receipts X. pledged to the B. bank, and later withdrew them on trust receipts. X. became bankrupt. The B. bank petitioned for the recovery of the goods from the trustee in bankruptcy, and the A. bank put in a cross claim, urging that the act should be construed in the light of the former law of the state, by which it was entitled to the property. *Held*, that the B. bank is entitled to the goods, the Uniform Act being construed liberally to secure uniformity of law. *Commercial National Bank of New Orleans* v. *Canal-Louisiana Bank & Trust Co.*, Sup. Ct. Off., No. 117.

For a discussion of the construction of Uniform Acts, see NOTES, p. 541.

BOOK REVIEWS

GUIDE TO THE LAW AND LEGAL LITERATURE OF SPAIN. By Thomas W. Palmer, Jr. Washington: Government Printing Office. 1915. pp. 174.

This book deals with an important part of one of the most important movements now current. The movement is the attempt to teach the people of one country something about the views and institutions of other countries; and the part of that movement with which this book has to do is the attempt to enable the lawyers of the United States to learn something about the system lying at the basis of the law of Latin America.

Several years ago the Library of Congress began to publish a series of handbooks on foreign law. The plan was elaborated by Mr. Edwin M. Borchard, Librarian of the Supreme Court, and the volume on German law was prepared by him. The present volume follows Mr. Borchard's plan and was prepared under his supervision. The author, Mr. Thomas W. Palmer, Jr., a graduate of the Harvard Law School in the class of 1913, held a Sheldon fellowship from Harvard University in 1913–1914; and this is the fruit of his work while holding the fellowship. The details were collected and arranged by Mr. Palmer in the Supreme Court Library and at the University of Madrid.